

TR/LCA/14

Departmental Examination of Engineering

Officers, August-2014

LAW OF CONTRACT AND ARBITRATION

(Without Books)

(Civil / Mechanical / Electrical)

Full Marks – 100

Time – Three hours

The figures in the margin indicate full marks.

GROUP – A

1. Answer any 2 (*two*) questions : $2 \times 5 = 10$

(i) What are the essentials of a valid contract ?

Discuss.

(ii) What is misrepresentation ? Define fraud.

(iii) Write down the different modes in which a contract may be discharged.

[Turn over

2. Four options are given in each of the following questions. Select the best / correct option among the four options and write it in the answer sheet.

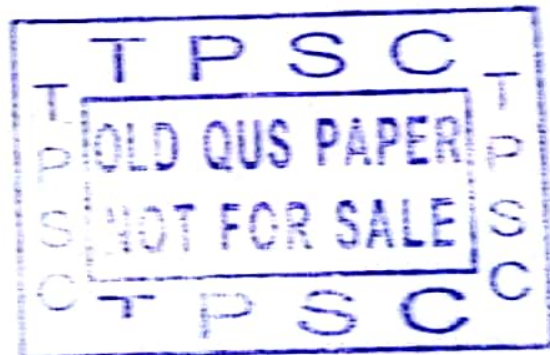
15×2=30

(i) An agreement not enforceable by law is stated to be void under

- (a) Section 2 (d)
- (b) Section 2 (e)
- (c) Section 2 (f)
- (d) Section 2 (g)

(ii) Every promise and every set of promises, forming the consideration for each other, is an

- (a) agreement
- (b) contract
- (c) offer
- (d) acceptance



(iii) A proposal when accepted becomes

- (a) promise under Section 2 (b)
- (b) agreement under Section 2 (e)
- (c) contract under Section 2 (h)
- (d) None of the above.

(iv) Tender is

- (a) an offer
- (b) an invitation to offer
- (c) a counter offer
- (d) a promise

(v) Communication of a proposal is complete

- (a) when it is put in the course of transmission.
- (b) when it comes to the knowledge of the person to whom it is made.
- (c) when the proposal is communicated to the person to whom it is made.
- (d) All the above.

(vi) Acceptance to be valid must

- (a) be absolute
- (b) be unqualified
- (c) both be absolute and unqualified
- (d) be conditional

(vii) Where one of the parties is under a mistake as to matter of fact, the contract is

- (a) valid
- (b) void
- (c) voidable
- (d) illegal

(viii) An agreement not to pursue legal remedies but to refer the dispute to the arbitrator under Section 28 is

- (a) valid
- (b) voidable
- (c) void
- (d) unforceable



(ix) If only part of the consideration or object is unlawful, the contract under Section 24 shall be

- (a) valid to the extent the same are lawful
- (b) valid to the extent the same are unlawful
- (c) void as a whole
- (d) valid as a whole

(x) A contract based on the happening or non-happening of a future event under Section 31 is called

- (a) a contingent contract
- (b) a wagering contract
- (c) a contract marked with uncertainty and hence void
- (d) None of the above.

(xi) A contract with minor is

- (a) voidable at the instance of the minor
- (b) voidable at the instance of other party
- (c) void
- (d) valid

(xii) In case of death of joint promisor(s) the promisee

- (a) can enforce the contract against the survivor(s) of the said joint promisor(s) along with the joint promisors who are alive

(b) cannot enforce the contract against the survivor(s)

(c) both (a) and (b)

(d) cannot enforce the contract against any of them.

(xiii) Reciprocal contract is

(a) a contract in which the consideration consists of mutual promises

(b) a bilateral agreement

(c) both (a) and (b)

(d) None of the above.

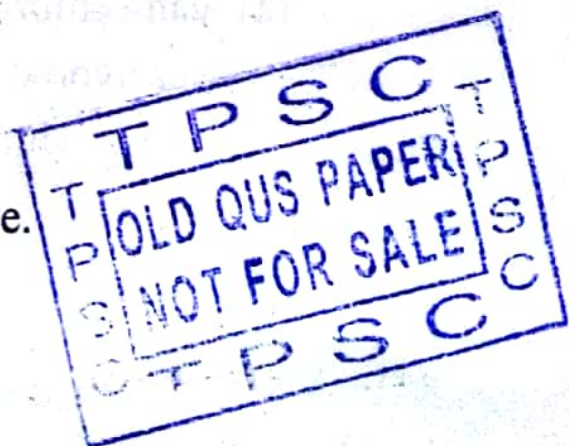
(xiv) Which of the following are the main theoretical bases of quasi-contractual liability ?

(a) Implied contract

(b) Unjust enrichment

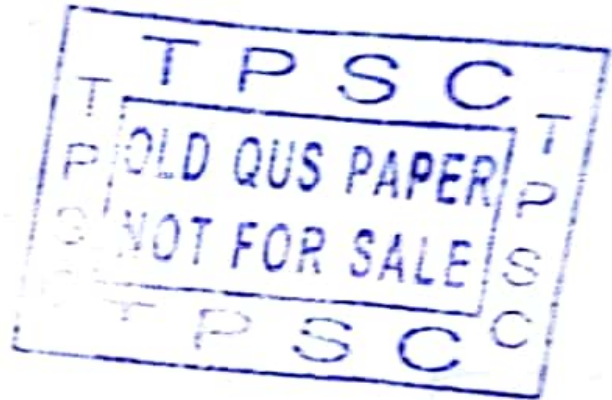
(c) Both (a) and (b)

(d) None of the above.



(xv) Which of the following deals with voidability of agreement ?

- (a) Section 14
- (b) Section 18
- (c) Section 19
- (d) Section 20



GROUP - B

3. Answer any 2 (*two*) questions : $2 \times 5 = 10$

- (i) Discuss the provisions made in the Arbitration and Conciliation Act, 1996 for applying to the Court for assistance in taking evidence.
- (ii) Narrate the circumstances under which the Chief Justice of High Court can appoint an Arbitrator and the procedure thereof.
- (iii) An Arbitration Agreement is not discharged by the death of any party thereto. – Discuss.

4. Four options are given in each of the following questions. Select the best/correct option among the four options and write it in the answer sheet.

5×2=10

(i) The power of the Court to refer parties for arbitration would and must necessarily include, imply and inhere in it

(a) the power and jurisdiction to advise the parties

(b) the power and jurisdiction to review the award

(c) the power and jurisdiction to appoint the arbitrator

(d) the power and jurisdiction to call for another arbitrator.

(ii) An arbitral award

(a) must state the reasons upon which it is based.

(b) must state the reasons which it is based only when the parties have agreed for the same.

(c) need not state the reasons upon which it is based.

(d) may state or may not state the reasons upon which it is based as per discretion of the members of the arbitral thereof.

(iii) After the arbitral award is made, each party shall be delivered

(a) the original award

(b) a signed copy of the award

(c) a photocopy of the award

(d) an unsigned copy of the award.

(iv) Under Section-11 of Arbitration and Conciliation Act, the arbitrator has to be appointed

(a) within 30 days of the arbitration agreement

(b) within 30 days of arising of dispute

(c) within 30 days of failure to resolve the dispute of their own

(d) None of the above.

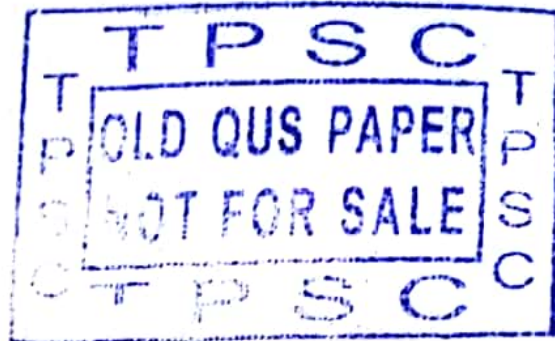
(v) An application for setting aside an arbitral award must be made by the party after receiving the award within

(a) three months

(b) thirty days

(c) forty days

(d) None of the above.



GROUP - C

5. Answer any 2 (*two*) questions : $2 \times 5 = 10$

(i) Under what circumstances and conditions a payment of interest or a part payment of the principal amount by or on behalf of debtor extend the period of limitation ?

(ii) Discuss the relevant provisions contained in the Limitations Act 1963 with regards to the effect of acknowledgement in writing.

(iii) Discuss about continuous running of time under Section 9 of Limitation Act 1963.

6. Four options are given in each of the following questions. Select the best / correct option among the four options and write it in the answer sheet.
 $5 \times 2 = 10$

- (i) If the money suit filed within three years from the date on which cause of action arises then the suit
- (a) does not relate to Limitation Act
 - (b) is not barred by limitation
 - (c) is barred by limitation
 - (d) depends on application for condonation of delay.

(ii) The Limitation Act, 1963. applies to

- (a) the whole of India except the State of Jammu and Kashmir
- (b) the whole of India including the State of Jammu and Kashmir
- (c) the whole of India except the North-Eastern States of India
- (d) None of the above.

(iii) Delay in filing the suit

- (a) cannot be condoned
- (b) can be condoned under Section 3, Limitation Act
- (c) can be condoned under order VII, Rule-6, C.P.C
- (d) can be condoned under Section 5, Limitation Act.

(iv) Counter claim, under Section 3, Limitation Act 1963 shall be deemed to have been instituted

- (a) on the same day as the suit in which counter claim is made has been filed
- (b) on the day on which the counter claim is made
- (c) either (a) or (b) whichever is beneficial to the defendant
- (d) either (a) or (b) whichever is beneficial to the plaintiff

- (v) Limitation for filing commences from
- (a) the date of judgement
 - (b) the date of signing of the decree
 - (c) the date of application for copy of the judgement
 - (d) the date of availability of copy of judgement.

GROUP – D

7. Answer any 2 (two) questions : $2 \times 5 = 10$

- (i) Write down the exceptions to the employer's liability to compensate a workman from a personal injury caused to him by an accident arising out of and in the course of employment.
- (ii) Narrate the meaning of the expression "arising out of employment" and "partial disablement".
- (iii) What necessary steps should a workman, injured in an accident arising out of employment, take in order to get compensation before the Commissioner for Workmen's Compensation Act ?

GROUP - E

8. Answer any 2 (two) questions : $2 \times 5 = 10$

(i) Under what circumstances an appeal may be preferred to the Sale Tax Tribunal ? Who are the members of Sale Tax Tribunal ? What is the time period of the members of Tribunal to hold their office ?

(ii) Who is the competent authority for the delegation of power under Section 85 of 'The Tripura Value Added Tax Act, 2004' ? What are the powers that may be delegated to Superintendent of Taxes as per Rule 57 of 'The Tripura Value Added Tax Rules, 2005' ?

(iii) In case of civil works like construction of building, roads, bridges etc., what is the procedure to deduct VAT from the bill of contractor and after deduction to whom the deducted amount is deposited ?

